

**Fix-Up Fund (FUF) Loan Program
NOTE**

Loan Amount: _____

Term of Loan: _____ months

Date: _____

BORROWER NAME

Last First MI

CO-BORROWER NAME

Last First MI

PROPERTY ADDRESS

Street City

County Zip

LENDER INFORMATION

Lender Name

Lender Address

BORROWER'S AGREEMENT TO PAY

I agree to pay to the order of the Lender, the amount of

(_____) ("Loan"), plus interest on the unpaid balance at the rate of _____% per year. Interest on the Loan will be calculated using the "simple interest" method. This means that the actual interest I pay will depend on the unpaid balance at the end of each day. Interest starts on the date of this Note and continues until the loan is paid in full. Beginning on _____ and on the same calendar day of each succeeding month thereafter until the entire

indebtedness has been paid in full Borrower agrees to pay _____ in equal installments consisting of principal and interest, over a term of _____ months. The balance of any remaining unpaid principal plus accrued interest, shall be due and payable on _____. Each installment payment shall be applied first to interest accrued on the then unpaid principal balance and the balance thereof shall be applied in reduction of principal. I will send all of the payments required to the Lender at its address shown above, or at such other address, of which Lender may from time to time give me notice in writing.

SECURITY INTEREST

This note is being made under Minnesota Statutes Section 47.20 and is secured by a mortgage on my residence.

BORROWER MAKES THE FOLLOWING PROMISES:

1. The property identified above ("my residence") to be improved is my principal residence.
2. My residence is a completed home and is a year-round permanent residence.
3. My residence is permanently attached to the land by way of a foundation and is taxed as real property.
4. I will not use more than 49% of my residence primarily for business purposes.
5. I have at least a one-third interest in my residence, either as owner, as holder of a life estate, or as a buyer under a contract for deed.

PREPAYMENT AND PREPAYMENT PENALTY

1. I may prepay part of the Loan at any time without a prepayment penalty. However, partial prepayment will not excuse me from paying the required monthly amount on schedule until my loan is paid in full.
2. If my loan has an original term in excess of 36 months and I pay off my loan within 36 months of the date of this Note, I will be charged a prepayment penalty in an amount equal to the lesser of 60 days interest or 2% of the outstanding principal balance at the time of payoff. However, no prepayment penalty applies if the property is sold.

ADDITIONAL TERMS

1. I will be in default if:
 - A. I do not make a payment when due or in the full amount;
 - B. I made misstatements on my loan application;
 - C. I do not keep required insurance on my residence;
 - D. I use my residence for an unlawful purpose;
 - E. An event of default occurs under any mortgage covering my loan;

- F. I transfer any or all interest in my residence without paying the Loan in full;
- G. I do not live up to any promise I have made in this Note; or
- H. The Property is not used as my principal residence.
2. If I am in default, Lender may require immediate payment of the unpaid balance of this Note, including the interest I owe. Lender may also foreclose and sell my residence and use the money from the sale of the property to pay my loan. Lender may also exercise any other legal rights Lender may have. However, even if I am in default, Lender does not have to require immediate payment. Lender may delay enforcing any of Lender's rights without losing them.
3. I must pay any reasonable attorney's fees, legal expenses, and costs of collection that result from my default (unless prohibited by law).
4. Anyone buying an interest in my residence may not be allowed to assume the remainder of my debt on the original terms unless they obtain the consent of the holder of this Note.
5. No amendment or modification of this Note shall be effective unless it is in writing and signed by me and the holder of this Note.
6. No waiver by the Lender of any term or condition of this Note shall be valid unless it is in writing and signed by the Lender, nor shall any such waiver be deemed a continuing waiver of such term or condition.
7. This Note shall be binding upon execution and shall extend to the parties hereto and their respective successors and permitted assigns.
8. Any notice that must be given under this Note shall be given by delivering or mailing, by certified mail, such notice to the address shown above for Lender, or such other address as Lender may designate in writing, and to the Property Address shown above for Borrower.
9. This Note is controlled by the laws of the State of Minnesota.
10. Notwithstanding the prepayment penalty provision on page 2 of this Note, this loan is not subject to a prepayment penalty because one or more of the following conditions is checked **Yes**:
- A.) This loan is secured by a first lien position on my residence: ☐ Yes ☐ No
- B.) This loan is originated and closed under a Community Fix-Up Fund Non-Prime Initiative: ☐ Yes ☐ No
- C.) The principal amount of this loan is less than \$4,000.00: ☐ Yes ☐ No
- D.) The original term of this loan is 36 months or less: ☐ Yes ☐ No

SIGNATURES

Borrower's Signature.

I received a copy of this Note before signing it. I agree to all of its terms.

Borrower's Signature

Co-Borrower's Signature

The person signing here is the Co-Borrower. The Co-Borrower has the same responsibilities under this Note as the person who is signing this Note as Borrower.

Co-Borrower's Signature

FOR GUARANTOR'S USE ONLY:

The person signing here is the guarantor. The Lender may require the guarantor to pay the loan at any time after it becomes due, whether or not the Lender has then made any effort to collect the loan from the Borrower or Co-Borrower. The guarantor will continue to be responsible even if the Lender releases its security interest in property described above, consents to changes in this Note, or releases any other person from responsibility. The guarantor must also pay any attorney's fees and other costs of enforcing this guaranty. **See Notice to Guarantor below.**

Guarantor's Name (if any):

Guarantor's Address:

Guarantor's Signature

NOTICE TO GUARANTOR

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Lender can collect this debt from you without first trying to collect from the Borrower. The Lender can use the same collection methods against you that can be used against the Borrower, including, but not limited to, suing you or garnishing your wages. If this debt is ever in default, this fact may become a part of your credit record.

ENDORSEMENT TO MHFA

Without recourse, pay to the order of the Minnesota Housing Finance Agency.

Lender: _____

By: _____

Its: _____